

Notice of Grievance (See back of form for instructions and information)

Date		
Your Name		
Address of Premises		
Phone/email contact info		
Grievance		
Date/Time of Occurrence		
Name of offending party(ies)		
Address of offending party(ies)		
Description of Occurrence Include the address where the grievance occurred. (State the facts rather than your conclusions – i.e. “I smelled cigarette smoke in the common area” rather than “They were smoking” unless you actually saw them in “the act of smoking”). A complete Description of the Occurrence will include all or most of the following elements: Who, What, Where, When, Why, Severity, Extent and Duration.		
What did you do to attempt to resolve the situation?		
Was the situation resolved by your actions? (explain)		
Date:	I have read and agree to the terms and conditions on the back of this form	
	Signature and print name:	
Landlord use	DR	DF
RE	RC	RES
FA	WL	OT

Terms and Conditions

1. This Grievance form is for use in situations involving a dispute between the tenant and other occupants of the building, or with adjacent residents (neighbors);
2. You must complete this form fully. Any missing information will result in the form being returned to you for completion. If you do not provide your name and contact information and we are unable to return the form for completion, the matter may be ignored. Anonymous Grievances are **not** accepted;
3. The landlord reserves the right to alter any procedures which are stated on this form, in resolving a Grievance, in order to suit the particular circumstances;
4. Before you submit a written Grievance:
 - a. In the event of an emergency, contact the Landlord immediately by **telephone** and file the grievance (if applicable) later. Text Messaging is not an acceptable method of communication in emergency situations;
 - b. If the Grievance relates to an issue of your personal safety, or damage to the property, you should **telephone** the police first, and then telephone the Landlord, and file the Grievance (if applicable) later. Text Messaging is not an acceptable method of communication in these situations;
 - c. Grievances are not accepted regarding trivial matters and such complaints may be ignored by the Landlord – i.e. lint being left in the dryer filter, the grass is not kept cut short enough, paper blowing around the yard, etc.
 - d. If possible, you should attempt to resolve any situation with the offending party directly, as this will likely result in the best possible resolution;
 - e. Note that submitting Grievances against other tenants that, after due investigation, are found by the Landlord to be trivial, unfounded, inflated, or misleading in any way, **MAY** result in your being served with a Notice of Breach for harassment of other tenants (breach of their right to quiet enjoyment);
 - f. If you have made a serious attempt, in a neighborly fashion, to resolve the matter directly, and the problem persists, then proceed with the written Grievance;
5. Your information provided on this form will be shared with the person (people) against whom the grievance is made. This includes your name and contact information;
 - a. You must be prepared to back up your Grievance in Court or at the Office of the Residential Tenancies.
6. If you file a Grievance, the Landlord will generally use the following procedure to investigate your Grievance:
 - a. After receipt of your Grievance, the Landlord will determine within a reasonable time if the Grievance warrants investigation (normally this will be within 2 business days, but may be longer);
 - b. If, in the determination of the Landlord, the Grievance does not require investigation, you will be informed of such decision;
 - c. If the Grievance warrants investigation, notice of the Grievance and or a copy of your Grievance may be provided to the offending party(ies) and the offending party(ies) will have a chance to provide a written response within 5 days or such other reasonable time as may be set by the Landlord in the circumstances;
 - d. Upon receipt of the response, the Landlord **MAY** do any of the following:
 - i. Make a determination whether the claim is founded or not;
 - ii. Return the response to the grieving party for comment;
 - iii. Issue warnings (i.e. Notice of Breach), or Notices of Possession etc. as permitted by law;
 - iv. Request the parties all meet to discuss a resolution;
 - v. Take any other action deemed necessary in the circumstances;
 - e. After investigation, the Landlord will advise you of the determination regarding the Grievance, normally this will be within 30 days, but it may be longer depending on the circumstances.